### UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF ALABAMA
OFFICE OF THE CLERK
POST OFFICE BOX 711
MONTGOMERY, ALABAMA 36101-0711

DEBRA P. HACKETT, CLERK

TELEPHONE (334) 954-3600

September 13, 2007

## **NOTICE OF CORRECTION**

From: Clerk's Office

Case Style: Salzgitter Mannesmann International (USA) Inc. v. Southeastern Stud &

Components, Inc.

Case Number: 2:07cv00764-MHT

This Notice of Correction was filed in the referenced case this date to attach the exhibit PDF documents previously omitted.

The exhibit PDF documents are attached to this notice for your review. Reference is made to document # 6 filed on September 12, 2007.

# EXHIBIT A

# EXHIBIT A



## INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston . TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

Invoice No	24446
Date	12/15/06
Due Date	1/14/07
Order No	SCH-07076

Page

BILL TO: SHIP TO: Southeastern Stud & Components Southeastern Stud & Components 4542 Baldwin Ave. CPU @ EMPIRE STEVEDORING Montgomery, AL 36108 **NEW ORLEANS, LA** 

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VES	SEL
012306-1	SCH-07076	30 da	ys from date	e of invoice	VESSEL	AFRICAN HA	WK
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/CWT	USD
· · · ·							
FC -loaded truck Empire	Stevedoring, freight	collect, accord	ling to UCC	terme and oar	odisiona e e e e		
OFC -loaded truck Empire out fee paid.							
DFC -loaded truck Empire out fee paid.  Prime HDG, ASTM A 653,  1 .0540" min x 48.37	Grade 50, G-60 coat					D, I.D., C/W 14-	

TOTAL

0.00 14 114.960 253,443

60,848.35

### PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS.

WIRE TRANSFERS:

SALZGITTER MANNESMANN INTERNATIONAL (USA). INC.

BANK NAME: SOCIETE GENERALE

P.O Box 3107

ACCOUNT #: 189383 ABA# 026004226

Carol Stream, IL 60132-3107

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC

S0013899

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF

#### Filed 09/13/2007 Page 3 of 4 Case 2:07-cv-00764-MHT-SRW Document 7-2

## TERMS AND CONDITIONS OF SALE

- of hese attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)
- TERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents in anachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other discurrient mentional to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Pinchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS LIA TAHT MATERIAL CONFORMS Ю CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FILLESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case. Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal. State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such mereases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (3) Seller shall not be liable therefore and,
  - Unless otherwise agreed, the time for shipment shall be (iti extended for a period of milety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be hable for consequential or special damages for delay in or non-shipment of any material under this contract.

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination supulated by the accepted contract, without prejudice or hability to the Seller
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) (turnshed by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise hable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a matually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

#### 

- 3 INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2"of percent.
- SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this confluct or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Sail action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or marker conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a permon in bankruptcy with respect to Purchaser is filled, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15. SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 39 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE. Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, Umted States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# EXHIBIT B

# EXHIBIT B



### INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston . TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 985-9330

Invoice No.	24605
Date	12/29/06
Due Date	1/28/07
Order No	SCH-07122

Page

BILL TO: SHIP TO: Southeastern Stud & Components Southeastern Stud & Components 4542 Baldwin Ave. CPU @ EMPIRE STEVEDORING Montgomery, AL 36108 NEW ORLEANS, LA

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VES	SSEL
1414	SCH-07122	30 da	ays from date	of invoice	VESSEL	MYRON N	
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/CWT	USD
FC -loaded truck, Empir ode). Load out fee paid						ons (Uniform Co	ommercial
rime HDG, ASTM A 653, ackage.	Cs Type B G-40 coa	ting, zero spar	ngle, chem tr	eat dry, 20" ID,	I.D., C/W 14	4-23000 LBS.	Seaworthy

TOTAL

0.00 10 98.620 217,420

## PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS

WIRE TRANSFERS:

SALZGITTER MANNESMANN

BANK NAME: SOCIETE GENERALE

INTERNATIONAL (USA), INC. P.O. Box 3107

ACCOUNT #: 189383 ABA#: 026004228

Carol Stream, IL 60132-3107

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014010

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF

#### Case 2:07-cv-00764-MHT-SRW Filed 09/13/2007 Document 7-3 Page 3 of 4

### TERMS AND CONDITIONS OF SALE

- (These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)
- TERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto - in the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions in exceptions which may be stated in any communication or document received by Seller from Prachaser shall be of no effect unless specifically agreed to in using by Seller This Sales Confirmation constitutes notice or objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, ENPRESS OR IMPLIED, OF MERCHANTABILITY. FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, will weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified. Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denormated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any teason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - 6313 Seller shall not be liable therefore and.
  - Unless otherwise agreed, the time for shipment shall be 111 extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for timety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without fiability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seiler's control. the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or hability to the Seller
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be burne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- H. SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of entireing
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Selfer shall not be liable for any consequential or special damages.

#### 

- 3 INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
- 4. SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) turnshed by Purchaser to the delivering carrier shall constitute a further representation of solveney at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser farts to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material it and when shipped by Seller.

If at any time there is a change in the financial conditions of structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a pention in bankruptey with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15 SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon suret performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not he deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 49 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE. Seller shall be relieved from performance of its obligations, promises, covenants or warrantes hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sahotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America
- 23. ARBITRATION: Any compoversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# EXHIBIT C

# EXHIBIT C



# **INVOICE**

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

<u> </u>	·····
Invoice No.	24646
Date	1/5/07
Due Date	2/4/07
Order No	SCH-07122

Page

BILL TO:	SHIP TO:	·
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA	

1	414	SCH-07122		30 d	ays from dai	e of invoice	VESSEL	MYRON N	ESSEL
ITEM	DESCRIPTION			FEET	UNITS	MTS	LBS	USD/CWT	USD
FC Joa	ided truck Emni	ro Cłowodowie w 11							
nde) i	nad out for nois	e Stevedoning (L.	A) Inc. fr	eight colle	ct, accordin	g to UCC terms	and conditi	ons (Uniform (	Commercial
•	,								
•	DG, ASTM A 653	, Cs Type B G-40							
ime HD ickage.	DG, ASTM A 653	•		, zero spa	ngle, chem t				
ime HC	DG, ASTM A 653	•							

TOTAL

0.00 36 351.430 774,770

\$328,271.23

### PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS

WIRE TRANSFERS

SALZGITTER MANNESMANN

BANK NAME SOCIETE GENERALE

INTERNATIONAL (USA), INC. P.O. Box 3107

ACCOUNT #: 189383

Carol Stream, IL 60132-3107

ABA #: 026004226
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014011

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL RECEIPT OF MATERIAL.

ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE NO CLAIMS ACCEPTED AFTER 30 DAYS OF

# Case 2:07-cv-00764-MHT-SRW\_Document 7-4 Filed 09/13/2007 Page 3 of 4

These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

- TERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any contlict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may he stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, ENPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- 3 QUANTITY: Unless otherwise specified. Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, null weights shall be conclusive.
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- 5 RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denorminated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- S DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - thit Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by initial consent and without liability to either party. In no event shalf Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.

- 9 DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
- 10. CLAIMS: (a) Shortages—All claims for shortages in deliveres must be made promptly after receipt of the material by Purchaser—All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) (unushed by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
  - (b) Damaged or Defective Material-Ail claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence in no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

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# Case 2:07 CV-00764-MHT-SRW Document 7-4

be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.

14. SUSPENSION OF FUTURE SHIPMENTS - CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this conflact or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptey with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- stret performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
- 19 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY. Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE. Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereinder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fre, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

# Filed 09/13/2007 Page 4 of 4

- 22. GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# EXHIBIT D

# EXHIBIT D



### INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax (713) 965-9330

·····	
Invoice No	24648
Dale	1/5/07
Due Date	2/4/07
Order No	SCH-07151

Page

BILL TO:

SHIP TO:

Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108

Southeastern Stud & Components CPU @ PACORINI USA **NEW ORLEANS, LA** 

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VE:	SSEL
1496	SCH-07151	30 da	ays from date	of invoice	VESSEL	TOP RICH	
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck, Paco fee paid.	rini USA Inc. freight coll	ect, accordi	ng to UCC te	rms and condit	ions (Uniform	Commercial (	Code). Load out
Prime HDG, ASTM A 653 LBS. Seaworthy packag	3, Cs Type B, item 1 G-3 ie	0, item 2 G-	40 coating, n	nin spangle, ch	em treat dry,	20" ID, I.D., C.	∕W 14-23000
		0.00	6   12	59.990 106.220	132,255 234,175	40.80 40.10	53,960.10 93,904.07
DOCK RECEIP	TS: 88293, 88284, 8828	35, 88283, 8	8278, 88250,	88251, 88260	, 88261	·	

18

TOTAL

0.00

166.210

366,430

\$147,864.17

PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS

WIRE TRANSFERS:

SALZGITTER MANNESMANN

BANK NAME: SOCIETE GENERALE

INTERNATIONAL (USA), INC. P.O. Box 3107

ACCOUNT #: 189383

Carol Stream, IL 60132-3107

ABA#: 026004228 ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014050

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL

#### Case 2:07-cv-00764-MHT-SRW Filed 09/13/2007 Page 3 of 4 Document 7-5

## TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchasers

- TERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents in attachments referenced herein except as it may be modified by changes hereto . In the event of my combet between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document medental to this contract, the terms set forth herein shall prevail. Any conditions in exceptions which may be stand in any communication or document received by Selfer from Purchaser shall be of no effect unless specifically agreed to in writing by Selfer. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS Ю CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, null weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, uniess otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case. Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
  - Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (3) Seller shall not be liable therefore and,
  - Unless otherwise agreed, the time for shipment shall be (b) extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. in no event shall Selfer be liable for consequential or special damages for delay in or non-shipment of any material under this contract

- DEVIATION: If after the material has been shipped, its arm alat the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination supulated by the accepted contract, without prejudice or hability to the Seller
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and us insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material. Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

# Case 2:07-cv-00764-MHT-SRW Document 7-5 Filed 09/13/2007 Page 4 of 4 INTEREST DUE ON LATE PAYMENT: If payment is not

- made on time. Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Sneet Journal, plus two (2%) percent.
- SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solveney at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contact or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Sand action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material it and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or marker conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of eash in advance of delivery.

- SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 49 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable.
- FORCE MAJEURE Seller shall be relieved from performance of its obligations, promises, coverants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, indicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas. United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# EXHIBIT E

# EXHIBIT E



# INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

Invoice No.	24677
Date	1/12/07
Due Date	2/11/07
Order No	SCH-07151

Page

BILL TO: SHIP TO: Southeastern Stud & Components Southeastern Stud & Components 4542 Baldwin Ave. CPU @ PACORINI USA Montgomery, AL 36108 NEW ORLEANS, LA

1498	SCH-07151	30 d	lays from date	of invoice	VESSEL	TOD DIOL	
						TOP RICH	
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/CWT	USD
DFC -loaded truck, Pacorini ee paid.							
rime HDG, ASTM A 653, Cs BS. Seaworthy package	Type B, item 1 G-30,	, ilem 2 G-	40 coating, m	in spangle, ch	em treat dry, 2	20" ID, I.D., CA	V 14-23000
.0270" mín x 48" .0435" min x 48"		0.00	7   3	61.480 25.240	135,540 55,645	40.80 40.10	55,300.3 22,313.4
DOCK RECEIPTS:	88371, 88369, 8833 <mark>3</mark>	, 88427, 8	8448		•	•	

## PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS:

WIRE TRANSFERS:

SALZGITTER MANNESMANN

BANK NAME: SOCIETE GENERALE

INTERNATIONAL (USA), INC.

ACCOUNT #: 189383

P O. Box 3107

ABA # 026004226

Carol Stream, IL 60132-3107

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC

S0014058

DUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF

# Case 2:07-cv-00764-MHT-SRW Document 7-6 Filed 09/13/2007 Page 3 of 4 TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

- TERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any contlict hetween the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Selfer from Purchaser shall be of no effect unless specifically agreed to in writing by Selfer. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, ENPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- 3 QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, unll weights shall be conclusive.
- 4 PARTIAL SHIPMENTS: Unless otherwise specified. Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- 5 RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- b. IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties tregular and specials, at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denorminated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- S DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material (inder this contract.)

- 9 DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or hability to the Seller.
- 10. CLAIMS: (a) Shortages—All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser—All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified—mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material. Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise hable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be home by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- 11. SELLER'S REMEDIES: in the event that Purchaser fails to perform its obligations. Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

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- 3 INTEREST DUE ON LATE PAYMENT: If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
- 14. SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denormated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this confract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due ander any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its oithigation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material it and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market combitions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptey with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
- 46 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- 17 NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
- 19 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE Seller shall be reheved from performance of its obligations, promises, covenants or warranties hereunder due to mainlify to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22. GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the faws of the State of Texas, United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

India Dest

# EXHIBIT F

# EXHIBIT F



### INVOICE

Salzgitter Mannesmann international (USA), Inc.

1770 St. James Place, Ste. 500 Houston, TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

[	
Invoice No	24840
Date	2/8/07
Due Date	3/10/07
Order No	SCH-07256

Page

BILL TO:	SHIP TO:	
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA	

CUSTOMER P.O. NO.	ORDER NO.			TERMS			VE:	SEL
1414	SCH-07256		30 da	ys from date	of invoice	VESSEL	MYRON N	
ITEM DESCRIPTIO	N		FEET	UNITS	MTS	LBS	USD/CWT	USD
FC -loaded truck, Em	npire Stevedoring, acc	ording i	to UCC te	rms and con	ditions (Unifor	m Commerci	al Code) I oad	out fee naid
	53, Cs Type B, G-30,							· ·
.0165" min x 4	8"	#	0.00	2	16.300	35,935	42.15	15,146.7
DOCK RECE	EIPT: 24							

### PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS:

WIRE TRANSFERS:

SALZGITTER MANNESMANN INTERNATIONAL (USA), INC PO Box 3107 Carol Stream, IL 60132-3107

BANK NAME: SOCIETE GENERALE

ACCOUNT # 189383 ABA# 026004226

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC

S0014233

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

#### Filed 09/13/2007 Page 3 of 4 Case 2:07-cv-00764-MHT-SRW Document 7-7

### TERMS AND CONDITIONS OF SALE

clinese attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchasers

- TERMS PARAMOENT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents in attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other descriment incidental to this contract, the terms set forth herein shall present. Any conditions or exceptions which may be stated in any communication or document received by Seller from Prachaser shall be of no offect unless specifically agreed to in writing by Seller - This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FILNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, uniess otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal. State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - 13) Seller shall not be liable therefore and,
  - Unless otherwise agreed, the time for shipment shall be du extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit. shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or presented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deciation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination supulated by the accepted contract, without prejudice or hability to the Seller
- CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and us insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be enfitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise hable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- SELLER'S REMEDIES: in the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

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- INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Seifer, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
- SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this connact or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material it and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 49 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY. Any legally invalid provision hereof shall be considered serverable.
- FORCE MAJEURE Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any faw, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of iransportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Selfer.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Count having jurisdiction thereof.

# EXHIBIT G

# EXHIBIT G



## **CREDIT MEMO**

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

CREDIT MEMO NO. AR000155

DATE:

4/6/2007

Page

1

BILL TO:

Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108



Ÿ.	OUR REFERENCE NO.	TERMS	CUSTOMER	ID.
		UPON RECEIPT	SOUT-0:	3
ITEM	DESCRIPTION			USD
***** INTE	RNAL USE ONLY ******			
We hereby	write off from your invoice #2444	6, SCH-07076 the amount equivalent to		
\$2.45/CWT	x 2,489.23 CWT = \$6,098.61			
per J.S.				
1 S	outheastern Stud & Components		CH07076	6,098.61
				:
			TOTAL	\$6,098.61

### PLEASE REMIT TO:

SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

> P.O. BOX 3107 **CAROL STREAM, IL 60132-3107**

WIRE TRANSFERS: SOCIETE GENERAL

> ACCOUNT NO.: 189383 ABA NO.: 026-004-226

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE INCLUDING ALL REMITTANCES.

#### Case 2:07-cv-00764-MHT-SRW Filed 09/13/2007 Document 7-8 Page 3 of 4

### TERMS AND CONDITIONS OF SALE

- These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchasera
- FERMS PARAMOUNT. The contract between Purchaser and Seiler shall be solely as defined hereby together with all of the documents in attachinents referenced herein except as it may be modified by changes bereto. In the event of any conthet between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document mesdental to this contract, the terms set forth herein shall prevail. Any conditions of exceptions which may be stated in any communication or document received by Seller from Pinchaser shall be of no effect unless specifically agreed to in witting by Seller - This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herem.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES. EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller 4 shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denorminated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (3) Seller shall not be liable therefore and,
  - Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit. shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Sefler be liable for consequential or special damages for delay in or non-shipment of any material under this contract

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control. the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material. Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Selfer or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- 11. SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the maternal publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

### Case 2:07-cv-00764-MHT-SRW Document 7-8 Filed 09/13/2007 Page 4 of 4

- 13 INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Selfer, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2"a) percent.
- 14 SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when duc ander any comtract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions of otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes modeent, makes an assignment for the benefit of creditors, or a petition in bankruppey with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15. SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
- 46 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- 17 NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
- 19 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable.
- FORCE MAJEURE Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sahotage, accidents, labor disputes, shortage or failure of supply of iransportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22. GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitratoris) may be entered in any Court having jurisdiction thereof.

# EXHIBIT H

# EXHIBIT H



## INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

<del></del>	
Invoice No.	25501
Date	4/30/07
Due Date	4/30/07
Order No	SCH-07515

Page

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VES	SEL
12306	SCH-07515		Cash in Adv	ance	VESSEL	AFRICAN HAY	NK 164/06
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC - loaded truck, Empir	e Stevedoring, New	Orleans, La. p	er UCC (unif	orm commerci	al code) term	s and conditions	S.
Prime hat dinned naturaliza	ad apile CC Time D	0.40					
Prime hot dipped galvanize actual net weight basis.	ed coils, CS Type, B,	G-40, min sp					
Prime hot dipped galvanize actual net weight basis		G-40, min sp	oangle, chem	treat dry, 20"		13,000- 23,000lb	
01 .0435" min x 48.37	5"		angle, chem	treat dry, 20"	ID, max c/w 1	13,000- 23,000lb	os. Invoicing or

### PLEASE REMIT TO:

PO Box 3107

LOCKBOX REMITTANCE ADDRESS:

WIRE TRANSFERS:

SALZGITTER MANNESMANN

BANK NAME: SOCIETE GENERALE

INTERNATIONAL (USA), INC.

ACCOUNT #: 189383

Carol Stream, IL 60132-3107

ABA #: 026004226 ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014832

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF

#### Case 2:07-cv-00764-MHT-SRW Filed 09/13/2007 Document 7-9 Page 3 of 4

## TERMS AND CONDITIONS OF SALE

- el hese attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)
- FERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conthet between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions of exceptions which may be stated in any communication or document received by Seffer from Purchaser shall be of no effect unless specifically agreed to in writing by Seffer. This Sales Confirmation consultates notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth berein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case. Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - Seller shall not be liable therefore and, (4)
  - ilis Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be hable for consequential or special damages for delay in or non-shipment of any material under this contract.

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prematice or hability to the Seller
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim
  - (b) Damaged or Defective Material-All claims damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material. Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- 11. SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations. Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

# Case 2:07-cv-00764-MHT-SRW Document 7-9 Filed 09/13/2007 Page 4 of 4

- 13 INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Selfer, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2° a) percent.
- 14. SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solveney at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this confluct or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in banktuptcy with respect to Purchaser is filed, or if any hen, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15. SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE. Seller shall be reheved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sahotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas. United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# **EXHIBIT I**

# EXHIBITI



### INVOICE

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

·	
Invoice No.	25549
Date	5/8/07
Due Date	5/8/07
Order No	SCH-07515

Page

Southeastern Stud & Components
4542 Baldwin Ave.
Montgomery, AL 36108

Southeastern Stud & Components
CPU @ EMPIRE STEVEDORING
NEW ORLEANS, LA

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VESS	SEL
1496	SCH-07515		Cash in Adv	ance	VESSEL ,	AFRICAN HAV	vk
ITEM DESCRIPTION		FEET	UNITS	MTS	LB\$	USD/CWT	USD
OFC - LOADED TRUCK AND CONDITIONS.	, EMPIRE STEVEDOI	RING, NEW O	RLEANS, LA	PER UCC (UN	IFORM COM	MERCIAL COD	E) TERMS
rime hot dipped galvani ctual net weight basis.	ized coils, CS Type, B	3, G-40, min s	pangle, chem	treat dry, 20" II	D. max c/w 13	.000- 23 000lbs	e Involcina o
icidal liet weight basis.				•	• · · · · · · · · · ·	,	s. Hivording of
MATERIAL PAID FOR IN	N ADVANCE			,		, , , , , , , , , , , , , , , , , , , ,	s. involcing of
MATERIAL PAID FOR IN		0.00		19.590	43,189	37.60	
MATERIAL PAID FOR IN		0.00					16,238.8
MATERIAL PAID FOR IN 2 .0435" min x 48" PO 1496		0.00					

### PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS:

WIRE TRANSFERS:

SALZGITTER MANNESMANN INTERNATIONAL (USA), INC. BANK NAME: SOCIETE GENERALE

P.O. Box 3107

ACCOUNT #: 189383 ABA #: 026004228

Carol Stream, IL 60132-3107

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014874

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

### TERMS AND CONDITIONS OF SALE

- (These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)
- FERMS PARAMOUNT. The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes bereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any combitions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- 3 QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
- 4 PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- 5 RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, imiess otherwise expressly provided.
- b. IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
- 8 DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - the Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Sefler be hable for consequential or special damages for delay in or non-shipment of any material under this contract.

- DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or hability to the Seller.
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) famished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
  - (b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified—mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence in no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Selfer's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Selfer shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable automey's fees and other costs of enforcing its rights.
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

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- 13 INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Seifer, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
- SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this conflact or any other existing conflact between Seller and Parchaser, in the event Purchaser tails to make payment when due ander any contract between Purchaser and Seller. Sand action on the part of Seller shall not release Purchaser from its abligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15. SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- NON-WAIVER OF TERMS: failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 19 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable.
- FORCE WAJEURE. Seller shall be reheved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, orderance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of Gold, fire, flood, war, sahotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitratoris) may be entered in any Court having jurisdiction thereof.

# EXHIBIT J

# EXHIBIT J



## **DEBIT MEMO**

Salzgitter Mannesmann International (USA), Inc.

1770 St. James Place, Ste. 500 Houston , TX 77056-3499 Phone: (713) 386-7900 Fax: (713) 965-9330

Invoice No.	DN24764
Date	1/29/07
Due Date	1/29/07

Page

BILL TO:	SHIP TO:	
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components LA	

CUSTOMER P.O. NO.	ORDER NO.		TERMS			VES	SEL
1357	SCH06188		Due Upon Receipt		VESSEL	MV AKILI	
ITEM DESCRIPTION		FEET	UNITS	MTS	LBS	USD/MT	USD
We debit your account for	interest at 1% + Prim	e per our ag	reement in C				000
Please see allached							

TOTAL

\$4,590.32

### PLEASE REMIT TO:

LOCKBOX REMITTANCE ADDRESS

WIRE TRANSFERS:

SALZGITTER MANNESMANN INTERNATIONAL (USA). INC.

BANK NAME: SOCIETE GENERALE

INTERNATIONAL (USA), INC. P.O. Box 3107

ACCOUNT #: 189383 ABA #: 026004226

Carol Stream, IL 60132-3107

ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

DMSCH06188

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

#### 

### TERMS AND CONDITIONS OF SALE

- (These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)
- TERMS PARAMOUNT. The contract between Purchaser and Selfer shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any contlict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Selfer from Purchaser shall be of no effect unless specifically agreed to in writing by Selfer. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
- WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, ENPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.
- QUANTITY: Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mili weights shall be conclusive.
- PARTIAL SHIPMENTS: Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
- 5 RISK OF LOSS: Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
- in IMPORT DUTY AND TAXES: If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
- Cost of Insurance and Transportation: If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Parchaser.
- 8 DELAY IN OR NON-SHIPMENT: If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.

- 9 DEVIATION: If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or hability to the Seller.
- 10. CLAIMS: (a) Shortages All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) farmshed by Purchaser to the delivering earrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
  - (b) Damaged or Defective Material-Alf claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified—mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material. Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise hable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for Internal sweating on wrapped steel Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.

- 11. SELLER'S REMEDIES: In the event that Purchaser fails to perform its obligations. Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
- 12. PURCHASER'S REMEDIES: Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

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- INTEREST DUE ON LATE PAYMENT: If payment is not made on time. Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two  $(2^m a)$  percent.
- SUSPENSION OF FUTURE SHIPMENTS CHANGE OF CREDIT TERMS: Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt thowever denominated furnished by Purchaser to the delivering currier shall constitute a further representation of solveney at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this confract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Sand action on the part of seller shall not release Purchaser from its obligator to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions of otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, ausing from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

- 15 SECURITY INTEREST: Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser
- 16 MODIFICATIONS: The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
- 17 XON-WAIVER OF TERMS: failure of Selfer to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Selfer may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Selfer of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Selfer to exercise thereafter any right or remedy in the event of any other default whether similar or not.
- REPRESENTATIONS: Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein
- 19 ASSIGNMENT: This contract may not be assigned without the written agreement of the parties.
- 20 SEVERABILITY Any legally invalid provision hereof shall be considered serverable
- FORCE MAJEURE Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to mability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sahotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

- 22 GOVERNING LAW: The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas. United States of America
- 23. ARBITRATION: Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# EXHIBIT K

# EXHIBIT K

# Vinson&Elkins

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David A. Lang diang@veiaw.com Tel 713.758.2250 Fax 713.615.5829

July 5, 2007

Mr. Kennon Whaley Southeastern Stud & Components, Inc. 4542 Baldwin Avenue Montgomery, Alabama 36108

Re: Payment of Invoice Numbers 24446, 24605, 24646, 24648, 24677, 34840 and DN24764 ("Invoices") dated December 15, 2006, December 29, 2006, January 5, 2007, January 5, 2007, January 12, 2007, February 8, 2007 and January 29, 2007, respectively, in connection with the orders related thereto ("Orders") placed by Southeaster Stud & Components, Inc. ("SE Stud") with Salzgitter Mannesmann International, Inc. ("Salzgitter")

Dear Mr. Whaley:

We represent Salzgitter with respect to the payment of the Invoices in connection with the Orders. Salzgitter has informed us that the Invoices have not been paid in accordance with their terms and that the amount of \$699,334.78 is now past due and owing.

Accordingly, on behalf of Salzgitter, we hereby demand that, no later than Friday, July 13, 2007, you wire US\$699,334.78 to Salzgitter in accordance with the following wiring instructions:

Bank Name: Societe Generale ABA: 026004226

Acct Name: Salzgitter Mannesmann International (USA), Inc.

Acct #: 189383

If you should fail to deliver the amount specified above as directed by Friday, July 13, 2007, Salzgitter intends to pursue all remedies available to recover the payment of the Invoices due Salzgitter in connection with the Orders and any other amounts to which Salgitter is entitled.

Nothing in this letter waives any rights, remedies or recourse that Salzgitter may have with respect to your failure to pay the Invoices in connection with the Orders.

Vinson & Elkins LLP Attorneys at Law

Austin Beijing Dallas Dubai Hong Kong Houston

London Moscow New York Shanghai Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500 Houston, TX 77002-6760 Tel 713.758.2222 Fax 713.758.2346 www.velaw.com V&E

July 5, 2007 Page 2

Please contact the undersigned at the phone number above if you have any questions regarding this matter.

Sincerely,

David A. Lang

TT + 3300002